

Memorandum of Agreement
Between
John Howard society of the Lower Mainland
And
CUPE Local 1936

RE: Local Issues

The Parties agree to the following provisions in accordance with the Memorandum of Agreement
RE: Local Issues appended to the Collective Agreement:

Article 14.2 (a) (Article 17.02 – Hours of Work; Previous c.a.)

The hours of work of a regular full time employee shall be no greater than eight (8) hours per day, unless otherwise mutually agreed to by the Employer and the Union. The weekly hours of a regular full time employee shall be no less than thirty-five (35) hours per week and no greater than forty (40) hours per week, averaged over a two (2) week averaging period.

Program/Worksite

Program shall be defined as one of the following:

- Federal Services (Hobden House, Guy Richmond Place)
- Vancouver Apartments
- Outreach Program
- Coordinator – Adult and Volunteer Services
- Coordinator - Youth Services
- Coordinator – Community Justice Initiatives
- Counterpoint Facilitator

The application of Program or Worksite for those Articles identified below shall be as follows:

Article 13.3	Program
Article 14.2(e)	Program
Article 14.4	Program
Article 16.4	Program
Article 18.2	Program
Article 24.1	Program

Article 26.2 Pay Days (Article 21.04 – Pay Days; Previous c.a.)

The Employer shall pay salaries and wages bi-weekly on every second Friday.

Casual Call-in Procedure

The parties agree to renew the Causal Addendum as attached

Article 12.01 (b) Seniority (Article 14.01 – Seniority Defined; Previous c.a.)

- (a) Seniority is defined as the length of service with the Employer as a regular employee and shall include service with the Employer prior to certification. Seniority shall operate on a bargaining unit wide basis.
- (b) (1) Casual employees shall accrue seniority on an hourly basis for all hours worked.
- (2) Upon achieving regular employee status, a casual employee shall have their hourly seniority converted to full-time equivalent days of work by dividing the total seniority by the regular workday. Regular employees who are returned to less than regular status shall receive full seniority credit for all hours worked.
- (3) The date arrived at the conclusion of all of the above calculations shall be deemed to be the employee's seniority date as a regular employee.

Dated this 7th day of MARCH 2004 at DRUMHELLER B.C.

For the Union

For the Employer

C. Beaudry

D. Huts

M.

Doug H.

AP

J. Keen

The John Howard Society of the Lower Mainland of BC
763 Kingsway, Vancouver, BC V5V 3C2
Memorandum

Fax: (604) 872-8737

Phone: (604) 872-5651

Date: November 4, 2013
To: All Staff
CC: CUPE 1936 and CSSEA
From: Tim Veresh - Executive Director
Re: Local Issues Bargaining Concluded

I am pleased to report we have a new Casual Addendum following local issues bargaining today. I would like to acknowledge the time invested by Michael Lanier, Cheryl Colborne from CUPE 1936, Ryan Jamieson, Emily Zuberbier, Jas Gill, Jen Hirsch and Jennifer Nuttal from CSSEA. The new casual addendum is attached for your reference. This memorandum will summarize the changes that were agreed upon.

The introductory paragraph was changed to connect the casual addendum to the collective agreement. A new sentence, "For full or part-time employees provisions under Article 14.2 of the Collective Agreement will apply." All hours not filled by permanent employees will be deemed casual hours.

Section 1 new language has introduced casual lists for each program or worksite. This is a change from previous language providing a casual list for provincial and federal programs. This takes into account the diversity and geographical bounds covered by our programs. Casual employees will have the opportunity to make themselves available for more than one worksite by applying and receiving mutual agreement between the employer and the union.

There were no changes to sections 2 to 4.

Section 5 there were several modifications.

- There was discussion regarding the 15 days of availability and a reference to Article 14.1 of the Collective Agreement, referencing the definition of a "day" means a twenty-four (24) hours period commencing at 00:01 hours.
- Posting of Availability - It was agreed Casual employees must make themselves available for a minimum of 15 days availability. A new section was added, that states, "At the employees request, the Employer will accept posted availability for 45 shifts so long as 15 are morning shifts from 12am to 8 am. We also clarified the expectation that staff are not required to work for a 24 hour period by referencing Article 16.7 of the Collective Agreement, the Right to Refuse Overtime, applies to this provision.
- The remainder of the section remains unchanged.

Section 6 additional sentences were added to this section for clarification purposes. There was no intended language change.

- Clarification regarding what a strike is what achieved. “In the event an employee refuses an assignment for which they have signified they would be available or fails to respond to the call-out within a four hour period, this will be recorded as a refusal (strike).”
- A new sentence regarding strike removal was added, “Strikes will be removed from the employee’s record once twelve (12) months has passed since the time of the strike.
- We also added a section noting when a strike would not be provided. “An employee will not receive a strike if they have notified their manager and the change has been approved in writing. Approval will not be unreasonably withheld.

Section 7 no change.

Section 8 references casual hours that come available with less than 24 hours notice. A new procedure for call outs was agreed to. The emergency call out procedure, for shift coverage with less than 24 hours, will allow for a 10 minute callback window before proceeding in order of seniority and the shift will be assigned to the readily available employee.

Section 9 does not change.

The deferral of shifts procedure was also maintained allowing for casuals with seniority to defer shifts for which they have been offered without it counting as a refusal if another employee who is more junior accepts the shift.

It was the goal of everyone involved to clarify the language of the agreement to promote greater understanding while maintaining operational needs. I believe this has been accomplished.

If you have any questions do not hesitate to discuss the new casual addendum with your shop steward or your supervisor.

Best regards,
Tim

Casual Addendum

When the Employer determines the hours of work that need to be assigned, to cover absences due to sick leave, vacation periods, special leave(s), approved leave(s), temporary vacancies, or to augment staffing during peak periods, the following process will be followed. For full or part-time employees provisions under Article 14.2 of the Collective Agreement will apply. All hours not filled by permanent employees will be deemed casual hours.

1. There will be casual lists for each program and/or worksite. Employees can request to qualify for more than one program and/or worksite by mutual agreement between the Employer and the union.
2. The Employer is obliged to assign casual hours to the senior employee who is available to perform the work available, provided that employee has the required qualifications and ability to perform the work.
3. The Employer is not required to assign casual hours to an employee that will result in that employee working at overtime rates.
4. Employees who are regular part time employees (as defined in Article four (4) of this collective agreement) will be considered senior to all casual employees (as defined in Article four (4) of this collective agreement). Part time employees working casual hours will be covered by this addendum.
5. All casual employees (and any part time employee who wishes to be called for additional hours) will inform the Employer in writing no later than the fifteenth (15th) of each month the dates that employee will be available for work assignments. Casual employees must make themselves available a minimum of fifteen (15) days¹ each month, on the days the program(s) the casual is qualified to work in, are in operation. At the employee's request, the Employer will accept posted availability for 45 shifts so long as 15 are morning shifts from 12am to 8am. Article 16.7 of the Collective Agreement Right to Refuse Overtime applies to this provision. Part time employees must signify the programs they wish to be offered to work in. A part time employee may have his/her name deleted from the availability list at any time prior to an assignment being made for that period. Any change to an employee's availability must be in writing. A casual employee will be granted a period of time, not to exceed three (3) weeks per calendar year, that they will not be required to be available. A casual employee will not be expected to be available for assignments at any time the employee is ill or injured and unable to perform the duties of work assigned to them. A casual employee, who becomes ill or injured, other than while at work, will notify the employer prior to being assigned work.
6. The Employer will assign the work to the available and qualified casual and part time employees in order of seniority. The Employer will notify the employee of their work assignment(s), either in person or by telephone. The Employer will keep a log of all telephone calls made to employees recording the time of the call and the response of the employee. In the event an employee refuses an assignment for which they have signified they would be available or fails to respond to the call-out within a four hour period, this will be recorded as a refusal (strike). A casual

¹ As per Article 14.1 of the collective agreement, a "day" means a twenty-four (24) hours period commencing at 00:01 hours.

employee who refuses to work five (5) times in any twelve (12) month period may be dismissed with cause by the employer. A part time employee who fails to fulfill an assignment, for which they have indicated that they are available, on four (4) occasions in any twelve (12) month period may be deemed to have abandoned their position. Strikes will be removed from the employee's record once twelve (12) months has passed since the time of the strike. An employee will not receive a strike if they have notified their manager and the change has been approved in writing. Approval will not be unreasonably withheld.

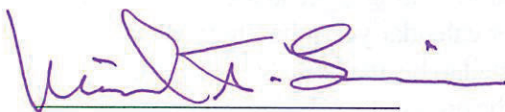
7. Casual hours will be assigned as soon as the Employer is aware that work is available, however if the Employer determines the assignment is no longer required, the employee will be notified of the cancellation as soon as possible with no obligation of the employer to compensate the employee, other than as provided for Article 17.09.
8. All casual hours will be assigned in the fashion described above with the exception of casual hours that become available with less than twenty-four (24) hours to the scheduled start time of the hours, in which case the Employer will assign the hours to the most senior readily available employee to cover the immediate need. The emergency call-out procedure, for shift coverage with less than 24 hours, will allow for a 10 minute callback window before proceeding in order of seniority and the shift will be assigned to the readily available employee.
9. A casual employee who takes an assignment, or a series of assignments, of an extended period will not have his/her status changed as a result of that assignment and will remain a casual employee.

Casual employees shall be given the opportunity to defer shifts for which they have been offered without it counting as a refusal if another employee who is more junior accepts the shift.

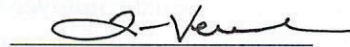
Dated this 4th day of November, 2013 at Vancouver, British Columbia.

For the Union

For the Management



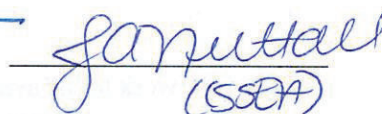
A handwritten signature in purple ink, appearing to read "W. S.", written over a horizontal line.



A handwritten signature in purple ink, appearing to read "J. V.", written over a horizontal line.



A handwritten signature in blue ink, appearing to read "A.", written over a horizontal line.



A handwritten signature in blue ink, appearing to read "Januttall", written over a horizontal line. Below the signature, the acronym "(SSBA)" is printed in blue.